

adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.2 BLV/BLVI Traffic

7.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.

7.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.

7.2.4 Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Section 4, consistent with the Grooming Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth on the Pricing Schedule.

7.3 Transit Service

7.3.1 In addition to the Interconnection and other services provided under this Agreement that are required under the Act, Ameritech agrees that it shall also provide Transit Service to TCG on the terms and conditions set forth in this Section 7.3.

7.3.2 "Transit Service" means the delivery of certain traffic between TCG and a third party LEC or CMRS provider by Ameritech over the Local/IntraLATA Trunks. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from TCG to such third party LEC or CMRS provider and (ii) IntraLATA Toll

Traffic originated from such third party LEC or CMRS provider and terminated to TCG where Ameritech carries such traffic pursuant to the Commission's primary toll carrier plan or other similar plan.

7.3.3 The Parties shall compensate each other for Transit Service as follows:

- (a) TCG shall pay Ameritech for Local Traffic and IntraLATA Toll Traffic TCG originates over the Transit Service at the rate specified in the Pricing Schedule plus any additional charges or costs such terminating third party LEC or CMRS provider imposes or levies on Ameritech for the delivery or termination of such traffic, including any switched access charges; and
- (b) Ameritech shall pay TCG for IntraLATA Toll Traffic terminated to TCG from such third party LEC or CMRS provider (where Ameritech delivers such traffic pursuant to the Commission's primary toll carrier plan or other similar plan) at TCG's applicable switched access rates.

7.3.4 While the Parties agree that it is the responsibility of each third party LEC or CMRS provider to enter into arrangements to deliver Local Traffic to TCG, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC or CMRS provider to deliver Local Traffic to TCG and (ii) one-hundred eighty (180) days after the Interconnection Activation Date, Ameritech will deliver and TCG will terminate Local Traffic originated from such third party LEC or CMRS provider without charge to one another.

7.3.5 Ameritech expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions. In all cases, TCG is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both Ameritech and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

7.3.6 For purposes of this Section 7.3, Ameritech agrees that it shall make available to TCG, at TCG's sole option, any transiting arrangement Ameritech's offers to another LEC or CMRS provider at the same rates, terms and conditions provided to such other LEC or CMRS provider.

7.3.7 The terms of this Section 7.3 shall apply reciprocally in cases where TCG provides Transit Service to Ameritech by delivering certain traffic between Ameritech and a third party LEC or CMRS provider.

8.0 GROOMING PLAN AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 Grooming Plan. Ninety (90) days from the Effective Date, TCG and Ameritech shall jointly develop a grooming plan (the "Grooming Plan") which shall define and detail, inter alia,

- (a) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality in accordance with the standards required under Part 51 of the FCC's rules and the Act;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections specified in Section 4.0 and the trunk groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects;
- (c) disaster recovery procedures;
- (d) disaster recovery escalation procedures; and
- (e) such other matters as the Parties may agree.

8.2 Operation and Maintenance. Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be governed by applicable tariff.

8.3 Installation, Maintenance, Testing and Repair. Ameritech's standard intervals for Feature Group D Exchange Access Services will be used for Interconnection as specified in the Ameritech Dedicated and Switched Common Service Switched Access and Exchange Interval Guide, AM-TR-MKT-000066. TCG shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify Ameritech of its inability to do so and will negotiate such intervals in good faith.

8.4 Coordinated Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls.

8.4.1 The Parties will inform their respective end users of the correct telephone numbers to call to access their respective repair bureaus.

8.4.2 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service, at no charge, and the end user will be provided the correct contact telephone number.

In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to market its service.

8.4.3 The Parties will provide their respective repair contact numbers to one another on a reciprocal basis.

9.0 UNBUNDLED ACCESS -- SECTION 251(c)(3)

Each Party shall, upon request of the other Party and to the extent technically feasible, provide to such requesting Party access to its Network Elements for the provision of the requesting Party's Telecommunications Service. Any request for access to a Network Element that is not already available at the time of such request or expressly contemplated by this Agreement shall be governed by Section 9.5.

9.1 Local Loop Transmission Types

Subject to Section 9.4, Ameritech shall allow TCG to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 9.0:

9.1.1 "2-Wire Analog Voice Grade Loop" or "Analog 2W," which supports analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W includes Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM TR-TMO-000122, Ameritech Unbundled Analog Loops.

9.1.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W," which supports transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM TR-TMO-000122, Ameritech Unbundled Analog Loops.

9.1.3 "2-Wire ISDN Digital Grade Links" or "BRI-ISDN" which supports digital transmission of two 64 kbps bearer channels and one 16 kbps data channel. BRI-ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN).

9.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Ameritech Central Office frame. Except as provided in Section 9.1.8, ADSL compatible Loops are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

9.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire, non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. Except as provided in Section 9.1.8, HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

9.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. Except as provided in Section 9.1.8, HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

9.1.7 TCG may procure Loops from Ameritech at the rates and on the terms and conditions set forth in applicable tariffs.

9.1.8 Ameritech shall provide ADSL 2W, HDSL 2W and HDSL 4W unbundled loop facilities upon request by TCG, where technically feasible (as the term is defined in Part 51 of the FCC's rules). Where Ameritech is not capable of providing such facilities in compliance with the relevant technical standards, Ameritech shall condition the loops to do so upon TCG's request, and shall charge reasonable and non-discriminatory rates, based on the actual cost incurred to perform the conditioning.

9.2 Port Types

Ameritech shall make available to TCG unbundled Ports in accordance with the terms and conditions of and at the rates specified in applicable state tariffs.

9.3 Private Lines and Special Access

Ameritech shall make available to TCG private lines and special access services in accordance with the terms and conditions of and at the rates specified in applicable tariffs.

9.4 Limitations on Unbundled Access

9.4.1 Ameritech shall only be required to make available Loops and Ports where such Loops and Ports are available.

9.4.2 TCG shall access Ameritech's unbundled Network Elements at the Ameritech Wire Center where those elements exist and each Loop or Port shall be delivered to TCG's Collocation by means of a cross-connection which, in the case of Loops, is included in the rates set forth in the Pricing Schedule.

9.4.3 Ameritech shall provide TCG access to its unbundled Loops at each of Ameritech's Wire Centers where TCG is collocated. Requests to access unbundled loops via leased facilities shall be treated as Bona Fide Requests.

9.4.4 If TCG requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to TCG. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of TCG's request notify TCG of the lack of available facilities. TCG may then at its discretion make a Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). TCG may also make a Bona Fide Request for access to unbundled Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 9.6 and the Performance Interval Dates and Performance Criteria set forth in Section 26.1.3 shall not apply to unbundled Loops provided under this Section 9.4.4.

9.4.5 If TCG orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply as set forth on the Pricing Schedule.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

9.5 Availability of Other Network Elements on an Unbundled Basis

9.5.1 Ameritech shall, upon request of TCG, and to the extent technically feasible, provide to TCG access to its Network Elements for the provision of TCG's Telecommunications Service. Any request by TCG for access to an Ameritech Network Element that is not already available shall be treated as a Bona Fide Request.

9.5.2 A Network Element obtained by one Party from the other Party under this Section 9.5 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including the billing, collection, transmission and routing of such Telecommunications Service.

9.5.3 Notwithstanding anything to the contrary in this Section 9.5, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 9.5 except as required by the Commission or the FCC.

9.6 Provisioning of Unbundled Loops

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

9.6.1 TCG shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal Service Order (a "Service Order") using the Ameritech electronic ordering system (as defined in the Unbundling Product Guide) or another mutually agreed upon system. Within forty-eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide TCG the firm order commitment ("FOC") date according to the applicable Performance Interval Dates set forth in Section 26.1.3 by which the Loop(s) covered by such Service Order will be installed.

9.6.2 Ameritech agrees to coordinate with TCG at least forty-eight hours prior to the due date a scheduled conversion date and time (the "Scheduled Conversion Time") in the

"A.M." (12:00 midnight to 12:00 noon) or "P.M." (12:00 noon to 12:00 midnight) (as applicable, the "Conversion Window").

9.6.3 Not less than one hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "New Conversion Time"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If TCG requests the New Conversion Time, TCG shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

9.6.4 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of an unbundled Network Element at the TCG Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a contributing Delaying Event (as defined in Section 26.4)), Ameritech shall waive the applicable Line Connection Charge for such element. If TCG has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

9.6.5 If TCG requests or approves an Ameritech technician to perform services in excess of or not otherwise contemplated by the Line Connection Service, Ameritech may charge TCG for any additional and reasonable labor charges to perform such services.

9.6.6 Ameritech shall provide TCG with electronic ordering interfaces as described in the Unbundling Product Guide of Ameritech.

9.6.7 Ameritech shall charge TCG the non-recurring and monthly recurring rates for unbundled elements (including but not limited to the monthly recurring rates for these specific Network Elements, service coordination fee, and cross connect charges) as specified in the Pricing Schedule or the applicable tariff.

9.7 Maintenance of Unbundled Network Elements

If (i) TCG reports to Ameritech a Customer trouble, (ii) TCG requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) such trouble was not caused by Ameritech's facilities or equipment, then TCG shall pay Ameritech a trip charge of \$51.00 per trouble dispatch and time charges of \$21.00 per quarter hour.

10.0 RESALE — SECTIONS 251(c)(4) and 251(b)(1)

10.1 Availability of Ameritech's Services for Resale

Ameritech shall offer to TCG for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, pursuant to the terms and conditions of applicable tariffs or a separately negotiated agreement between the Parties.

10.2 Availability of TCG's Services for Resale

TCG shall make available its Telecommunications Services for resale to Ameritech in accordance with Section 251(b)(1) of the Act and applicable rules of the FCC.

11.0 NOTICE OF CHANGES — SECTION 251(c)(5)

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days' advance written notice of such change to the other Party or within such other time period as determined by the FCC or the Commission and their respective rules and regulations.

12.0 COLLOCATION — SECTION 251(c)(6)

12.1 Ameritech shall provide to TCG Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4.0) or for access to unbundled Network Elements (pursuant to Section 9.0), except that Ameritech may provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide services discussed herein at the rates and terms set forth in Ameritech's applicable tariff.

12.2 TCG agrees to provide Ameritech with Collocation (at TCG's option either Physical or Virtual) of equipment for purposes of Interconnection trunking at rates, terms and conditions that are no less favorable than the rates, terms and conditions charged to TCG by Ameritech for comparable collocation arrangements, facilities, services or features. TCG agrees to respond to Bona Fide Request by Ameritech for Collocation (at TCG's option either Physical or Virtual) of equipment for other purposes (pursuant to Section 4.0) if available and if technically feasible and if ordered by Ameritech, on rates, terms and conditions that are no less

favorable than the rates, terms and conditions charged to TCG by Ameritech for comparable collocation arrangements, facilities, services or features.

12.3 Where TCG is Virtually Collocated on the Effective Date in a premises that was initially prepared for Physical Collocation, TCG may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) revert to Physical Collocation, in which case TCG shall coordinate with Ameritech for rearrangement of its equipment (transmission and IDLC) and circuits, for which Ameritech shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.4 Where TCG is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, TCG may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such premises in which case TCG shall coordinate the construction and rearrangement with Ameritech of its equipment (transmission and IDLC) and circuits for which TCG shall pay Ameritech at applicable tariff rates. In addition, all applicable Physical Collocation recurring charges shall apply.

12.5 The Collocating Party may collocate any type of equipment used for Interconnection or access to unbundled Network Elements, including the following types of equipment:

- (a) OLTM equipment;
- (b) multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier (utilizing transmission capabilities only);
- (f) Data voice equipment; and
- (g) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402.

A Collocating Party shall not be permitted to collocate switching equipment or other equipment used to provide enhanced services or to facilitate hubbing architectures.

12.6 For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or alternative transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at Ameritech's Premises as described in applicable tariffs or contracts and purchase Cross Connection to Ameritech services or facilities as described in applicable tariffs or contracts.

12.7 Upon written request to Ameritech, TCG shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at Ameritech's Premises by connecting its collocated equipment to the collocated equipment of the Other Telecommunications Carrier via a Cross-Connection; provided that (i) the collocated equipment is also used for Interconnection with Ameritech or for access to Ameritech's unbundled Network Elements and (ii) if required by Ameritech, Ameritech provides the connection between the equipment in the collocated spaces via a Cross-Connection as described in Ameritech's applicable tariffs.

12.8 Ameritech shall permit TCG to subcontract the construction of physical collocation arrangements at Ameritech Premises using contractors approved by Ameritech. Ameritech shall not unreasonably withhold approval of contractors, and shall approve any such contractor based on the same criteria it uses in approving contractors for its own purposes. Ameritech shall not charge TCG for its approval of a contractor used by TCG which is currently an approved Ameritech contractor. This shall include contractors approved by Ameritech at the request of other LECs.

12.9 Ameritech shall not begin any Central Office build out modifications or additions to any Central Office until TCG has paid at least fifty percent (50%) of such charges. An additional twenty-five percent (25%) of such charges shall be paid upon completion of one-half (1/2) of the Central Office build out. Ameritech may stop work if this payment is not timely received. The final twenty-five percent (25%) of such charges shall be paid before TCG is permitted to physically occupy the Collocated space.

12.10 Ameritech shall make available to TCG Physical Collocation spaces with a minimum size of one hundred (100) square feet and shall, upon request, negotiate regarding requests for smaller areas.

12.11 Ameritech shall provide TCG written notification as to whether there is a sufficient Central Office space available for Physical Collocation in a requested Central Office within ten (10) business days from Ameritech's receipt of written request from TCG.

12.12 Ameritech shall provide ACOI connection to Ameritech unbundled Network Elements.

12.13 If Ameritech relocates TCG's Physical Collocation space to another Central Office or to another portion of the same Central Office, and such relocation is not caused by: (1) any

law or any order or rule of a court or administrative agency; (2) sale of the property; (3) closure of the Central Office; or (4) repossession of the space for reasonable telecommunications related use by Ameritech, then Ameritech shall pay TCG's reasonable moving and reconstruction costs and shall reconnect TCG connections to Ameritech services without charge.

12.14 Ameritech anticipates that it will make a tariff filing on or before December 31, 1996 with the FCC to change the rate for Ameritech cross connect service for Ameritech DS1 special access connection to reflect a new monthly recurring charge not to exceed \$1.00 and until such time said tariff becomes effective, such rate shall be \$0.63 per month.

13.0 NUMBER PORTABILITY — SECTION 251(b)(2)

13.1 Provision of Local Number Portability. Each Party shall provide to the other Party, to the extent technically feasible, Local Number Portability in accordance with requirements of the Act. To the extent technically feasible, Local Number Portability will be provided by each Party with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

13.2 Interim Number Portability (INP). The Parties agree to provide INP on a reciprocal basis between their networks to enable their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding ("RCF") or Direct Inward Dialing ("DID").

13.3 Remote Call Forwarding ("RCF")

13.3.1 A Customer of Party A elects to become a Customer of Party B. The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Upon documentation agreed upon by the Parties and an associated service order assigning the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone numbers(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call was a call which had originated on Party A's network.

13.3.2 Party B shall become the Customer of record for the original Party A's telephone number(s) subject to the RCF or DID arrangements. Party A shall provide Party B a billing statement for all collect and billed-to third-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format via either paper, Electronic File Transfer, daily magnetic tape or

monthly magnetic tape. Party A shall provide to Party B the Electronic Message Record ("EMR") detailed records associated with the calls reflected on the billing statement.

13.3.3 Party A may cancel line-based calling cards and shall, as directed by Party B, update its Line Information Database ("LIDB") listings for retained numbers subject to RCF or DID. Ameritech will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as Ameritech's data for its Customers. Ameritech shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

13.3.4 If a Customer elects to move its service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Party A shall reinstate service to the Customer, cancel the RCF or DID arrangement, or redirect the RCF or DID arrangement pursuant to the Customer's instructions at that time.

13.3.5 For ported numbers using RCF, TCG shall provide in the 911 information TCG provides to Ameritech under this Agreement both the ported number and TCG's RCF number. Ameritech shall include such information, if provided by TCG, in the PSPA database to the extent that the database is capable of storing both numbers.

13.4 Procedures for Providing INP through Direct Inward Dial Trunks

DID service provides trunk side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. An INP-DID trunk termination charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Wire Center using the V&H coordinate method. INP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where INP-DID service is required from more than one Wire Center or from separate trunk groups within the same Wire Center, such service provided from each Wire Center or each trunk group within the same Wire Center shall be considered a separate service.

13.5 Pricing For Interim Number Portability

Each Party shall keep records of its costs plus a reasonable profit ("INP Charges") of providing Interim Number Portability. When the FCC or the Commission determines the methodology for recovering such INP Charges consistent with FCC Interim Number Portability Orders(s), each Party shall comply with the established methodology for recovery of such INP Charges in a competitively neutral manner.

13.6 Other Interim Number Portability Provisions

13.6.1 Each Party shall exchange with the other Party, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the network.

13.6.2 Each Party shall disclose to the other Party, upon request, any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize customer out-of-service time.

13.6.3 The Parties shall cooperate in conducting testing to ensure interconnectivity between systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and shall, at TCG's request and at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

13.6.4 Ameritech shall not be required to provide Number Portability for non-geographic services (e.g., 500 and 900 NPAs, 976 NXX number services and coin telephone numbers) under this Agreement.

13.6.5 Ameritech and TCG will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Ameritech to its Customers.

13.7 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree that, under INP, terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Section 13.7 whereby terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

13.7.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. TCG shall provide to Ameritech the available CPN to enable Ameritech to classify INP traffic for rating purposes. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in Section 13.7.4 in lieu of any other compensation charges for terminating such traffic.

13.7.2 If CPN records are available to classify at least 75% of the INP traffic as either local, intrastate FGD and interstate FGD, the Parties shall use such classification for purposes of compensating each other under this Section. The INP traffic not classified by CPN records shall be allocated among the classifications based on the relative percentages of the INP traffic classified by CPN records. If less than 75% of INP traffic can be classified by CPN records in a six month period, the allocation of traffic shall be made pursuant to Section 13.7.3.

13.7.3 In the event it is required by Section 13.7.2, the Parties shall jointly estimate, based on historic data of all traffic in the LATA over the past year, the percentages of such traffic that if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number) would have been subject to (i) Reciprocal Compensation ("Recip Traffic"), (ii) intrastate FGD charges ("Intra Traffic"), or (iii) interstate FGD charges ("Inter Traffic"). The Parties shall establish new INP traffic percentages to be applied in the prospective six (6)-month period, based on actual INP traffic percentages from the preceding six (6)-month period. The Parties may agree to adopt a different methodology to calculate INP traffic percentages, including identifying components different from or in addition to those set forth in this Section 13.7.2.

13.7.4 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth in the Pricing Schedule) plus (Intra Traffic percentage times Ameritech's effective intrastate FGD rates) plus (Inter Traffic percentage times Ameritech's effective interstate FGD rates).

Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

14.0 DIALING PARITY — SECTION 251(b)(3)

The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

15.0 DIRECTORY LISTINGS -- SECTION 251(b)(3)

15.1 White Pages Directory Listings

Ameritech's white pages directory publisher (Directory) shall include TCG's Customer Listings and Resale Listings and in its White Pages Directories under the following terms and conditions:

15.1.1 Publisher will publish the Primary Listing of Customers and resale Customer located within the geographic scope of Publisher's directories at no charge.

15.1.2 Listings of Customers and resale Customers will be interfiled with listings of subscribers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

15.1.3 Upon reasonable request, Publisher shall provide TCG with copies of such listings prior to publication in such form and format as may be mutually agreed to by the parties. Both parties shall use their best efforts to ensure the accurate listing of such information.

15.1.4 Publisher must receive all Customer Listings and Resale Listings prior to the service order close date for the directory in which those listings are to appear. Publisher will provide TCG with appropriate service order close dates within thirty (30) days of this information becoming available.

15.1.5 Publisher may include, at no charge, Customer Listings and Resale Listings in other directories published by Publisher or its affiliate.

15.1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories.

15.2 Listing and Listing Updates

TCG will provide Customer Listings and Listing Updates to Publisher on a non-exclusive basis as follows:

15.2.1 TCG shall provide its Customer Listings to Publisher in a form and format acceptable to Publisher. TCG acknowledges that Publisher may impose a charge for changes to Customer Listings previously provided by TCG to Publisher.

15.2.2 Within one business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of a Customer, TCG shall provide Listing Updates to Publisher in a form and format acceptable to Publisher.

15.2.3 TCG will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of TCG's Listing Updates to Publisher.

15.2.4 Publisher may sell or license the use of Customer Listings, Resale Listings or Listing Updates to third parties without the prior written consent of TCG, provided, however, that Publisher will not:

15.2.4.1 disclose non-listed name and address information to any third party except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;

15.2.4.2 disclose to any third party the identity of a Customer's or resale Customer's LEC;

15.2.4.3 sell or license such Customer listing information sorted by carrier.

15.2.5 TCG shall provide its Resale Listings for inclusion in White Pages Directories to Ameritech as part of TCG's purchase of Resale Local Exchange Service in a form and format as may be required by Ameritech.

16.0 ACCESS TO RIGHTS-OF-WAY — SECTION 251(b)(4)

Each Party shall provide the other Party access to the poles, ducts, rights-of-way and conduits it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements.

17.0 DATABASE ACCESS

In accordance with Section 271 of the Act, Ameritech shall provide TCG with nondiscriminatory access to Ameritech's databases and associated signaling for the routing and completion of TCG's traffic. Access to such databases, and the appropriate interfaces, shall be made available to TCG via a Network Element Bona Fide Request.

18.0 REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from Ameritech to TCG, or from TCG to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for not less than three (3) months or for the period specified in Michigan

Administrative Code 484.34. However, if either Party provides Referral Announcements for a period longer than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

GENERAL PROVISIONS

19.0 GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Each of Ameritech and TCG shall use its best efforts to comply with the Implementation Schedule.

19.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas. TCG, for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to at least one Tandem Office Switch for the receipt/completion of traffic to any Ameritech End Office Switches.

19.3 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 29.5.1 the Parties agree that each forecast provided under this Section 19.3 shall be deemed "Proprietary Information" under Section 29.5.

19.4 In addition to and not in lieu of the non-binding forecasts required by Section 19.3, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 29.5.1, the Parties agree that each forecast provided under this Section 19.4 shall be deemed "Proprietary Information" under Section 29.5.

19.5 Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with Ameritech's network and to terminate the traffic it receives in that standard format to the proper

address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 19.2, 19.3 and, if applicable, 19.4. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.6

19.6.1 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

19.6.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

19.6.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

19.6.4 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal;
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- (c) Inform the other Party of its right to bring a complaint to the Commission or FCC.

19.7 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

19.8 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

19.9 Each Party is responsible for administering NXX codes assigned to it.

19.10 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

19.11 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.12 Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

19.13 At all times during the term of this Agreement, each Party shall keep and maintain in force at Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

19.14 Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

19.15 Each Party is responsible for requesting Interconnection to the other Party's Common Channel Interoffice Signaling ("CCIS") network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs in each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP, and other points, as necessary and as jointly agreed to by the Parties.

20.0 TERM AND TERMINATION

20.1 **Term.** The initial term of this Agreement shall be three (3) years (the "**Initial Term**") which shall commence on the Effective Date. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a "**Renewal**").

Term") unless a Party delivers to the other Party written notice of termination of this Agreement at least one-hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

20.2 Renegotiation of Certain Terms. Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the Commission does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

20.3 Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement ("**Defaulting Party**"), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 29.18.

20.4 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

21.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, OR ANY APPLICABLE TARIFF, IF ANY, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER THOSE CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

22.0 CANCELLATION CHARGES

Except as provided in Sections 9.6.3 and 19.4 and pursuant to a Network Element Bona Fide Request, or as otherwise provided in any applicable tariff or contract referenced herein, cancellation charges shall not be imposed upon, or payable by, either Party.

23.0 NON-SEVERABILITY

23.1 The services, arrangements, Interconnection, Network Elements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Sections 27 and 29.13.

23.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

24.0 INDEMNIFICATION

24.1 On or before November 30, 1996, the Parties shall submit to the Commission an agreed upon Indemnification provision. In the absence of such agreement, each Party shall submit to the Commission its version of the appropriate indemnification language.

24.2 Indemnification Procedures. Whenever a claim shall arise for indemnification under this Section 24.0, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 29.5.

25.0 LIMITATION OF LIABILITY

25.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties.

25.2 Limitation of Damages. Except for indemnity obligations under Section 24.0, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

25.3 Consequential Damages. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 24.1 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party.

25.4 Limitations in Tariffs. On or before November 30, 1996, the Parties shall submit to The Commission an agreed upon Limitations in Tariffs provision. In the absence of such agreement, each Party shall submit to The Commission its version of the appropriate language for this clause.

26.0 LIQUIDATED DAMAGES FOR SPECIFIED ACTIVITIES

26.1 Certain Definitions. When used in this Section 26.0, the following terms shall have the meanings indicated:

26.1.1 "Specified Performance Breach" means the failure of a Party to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.

26.1.2 "Specified Activity" means any of the following activities:

- (i) the installation by Ameritech of unbundled Loops for TCG ("Unbundled Loop Installation");

- (ii) the provision by either Party of Interim Telecommunications Number Portability ("INP Provisioning"); or
- (iii) Either Party's repair of out of service problems ("Out of Service Repairs").

26.1.3 "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by a Party during such month of each Specified Activity shown below within the time interval shown in at least ninety percent (90%) of the covered instances:

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
(i) <u>Unbundled Loop Installation</u>	
1-10 Loops per Service Order	5 days from Ameritech's Receipt of valid Service Order
11-20 Loops per Service Order	10 days from Ameritech's Receipt of valid Service Order
21 + Loops per Service Order	to be Negotiated
(ii) <u>INP Provisioning</u>	
1-10 Numbers per Service Order	5 days from either Party's Receipt of valid Service Order
11-20 Numbers per Service Order	10 days from either Party's Receipt of valid Service Order
21 + Numbers per Service Order	to be Negotiated
(iii) <u>Out-of-Service Repairs</u>	Less than 24 hours from either Party's Receipt of Notification of Out-of-Service Condition

The ninety percent (90%) figure shall apply for the first twelve (12) months of this Agreement and shall be reduced to eighty percent (80%) thereafter if there has been no Specified Performance Breach during the first twelve (12) months. If the figure remains at ninety percent (90%) during the second twelve (12) months of the Agreement, it shall be reduced to eighty percent (80%) thereafter if there has been no Specified Performance Breach during the second twelve (12) months.

26.2 Specified Performance Breach. In recognition of the (1) loss of Customer opportunities, revenues and goodwill which either Party might sustain in the event of a Specified Performance Breach; (2) the uncertainty, in the event of such a Specified Performance Breach.

of a Party having available to it customer opportunities similar to those opportunities currently available to the other Party; and (3) the difficulty of accurately ascertaining the amount of damages a Party would sustain in the event of such a Specified Performance Breach, each Party agrees to pay the other Party, subject to Section 26.4, damages as set forth in Section 26.3 in the event of the occurrence of a Specified Performance Breach.

26.3 Liquidated Damages. The damages payable by one Party to the other Party as a result of a Specified Performance Breach shall be \$75,000 for each Specified Performance Breach (collectively, the "Liquidated Damages"). TCG and Ameritech agree and acknowledge that (a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of TCG and Ameritech at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (b) the Liquidated Damages constitute a reasonable approximation of the damages TCG or Ameritech would sustain if its damages were readily ascertainable; and (c) TCG or Ameritech shall not be required to provide any proof of the Liquidated Damages.

26.4 Limitations. In no event shall TCG or Ameritech be liable to pay the Liquidated Damages if its failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (a) a failure by the claiming Party to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule and the Grooming Plan), (b) any delay, act or failure to act by a Customer, agent or subcontractor of the claiming Party or (c) any Force Majeure Event. If a Delaying Event (i) prevents TCG or Ameritech from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of that Party's compliance with the Performance Criteria, or (ii) only suspends TCG's or Ameritech's ability to timely perform the Specified Activity, the applicable time frame in which Ameritech's or TCG's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

26.5 Sole Remedy. The Liquidated Damages shall be the sole and exclusive remedy of TCG under this Agreement for Ameritech's breach of the Performance Criteria and a Specified Performance Breach as described in this Section 26.0; and shall be the sole and exclusive remedy of Ameritech under this Agreement for TCG's breach of the Performance Criteria and a Specified Performance Breach as described in this Section 27.0. However, nothing herein shall prevent either Party from pursuing remedies available under the law, including petitioning the appropriate state or federal regulatory commission based on a pattern or practice of Specified Performance Breach.

26.6 Records. Ameritech and TCG shall maintain complete and accurate records, on a monthly basis, of their performance under this Agreement of each Specified Activity and their compliance with the Performance Criteria. Each Party shall provide to the other Party such records in a self-reporting format on a monthly basis. Notwithstanding Section 29.5.1, the Parties agree that such records shall be deemed "Proprietary Information" under Section 29.5.